

# STATE OF MONTANA TERM CONTRACT

DEPARTMENT OF ADMINISTRATION  
STATE PROCUREMENT BUREAU  
165 MITCHELL BUILDING  
PO BOX 200135  
HELENA MT 59620-0135  
PHONE: (406) 444-2575 FAX: (406) 444-2529

**T.C. # 460-B**  
**Laser Printers**  
**Hewlett Packard, Lexmark, Tektronix**

**\*This is an exclusive contract**

CONTRACT PERIOD	FROM	May 1, 2005	CONTRACT YEAR	NEW <input type="checkbox"/>
	TO	April 30, 2006		RENEW <input checked="" type="checkbox"/> 4 <sup>th</sup> Renewal, 7 <sup>th</sup> Year
VENDOR ADDRESS	Corporate Technology Group See page 3 for overview		ORDER ADDRESS	
ATTN:			ATTN:	
PHONE:			PHONE:	
FAX:			FAX:	

PRICES See Section 17  
DELIVERY See Section 4  
F.O.B. F.O.B. Destination  
TERMS 30 Days ARO

**REMARKS:**

\*This term contract is considered to be an "Exclusive" use contract and State agencies must obtain the specified products/service from the Contract Holders. However, the University System and the Office of the Superintendent of Public Instruction, including all of its units, are not obligated to utilize this term contract but the term contract holder shall offer the same prices, terms, and conditions to them.

Brad Sanders, Contracts Officer

**AUTHORIZED SIGNATURE/DATE**

# **STATE OF MONTANA - TERM CONTRACT**

## **Standard Terms and Conditions**

**The following standard terms apply unless specifically stated otherwise within the term contract.**

### **REFERENCE TO CONTRACT**

The contract (Purchase Order) number MUST appear on all invoices, packing lists, packages and correspondence pertaining to the contract. Furnish all invoices in triplicate.

### **SHIPPING**

Goods shall be shipped prepaid, F.O.B. Destination. In the event the terms specify F.O.B. Shipping Point, shipping charges will be prepaid and itemized as a separate line item on invoicing. Such shipments shall be via the least expensive way. The State reserves the right to refuse any C.O.D. delivery.

### **PAYMENT TERM**

All payment terms will be computed from the date of delivery of goods OR receipt of a properly executed invoice, whichever is later. The State is allowed 30 days to pay such invoices.

### **TAX EXEMPTION**

The State of Montana is exempt from Federal Excise Taxes (#81-0302402).

### **HAZARDOUS CHEMICAL INFORMATION**

The contractor shall provide one set of the appropriate material safety data sheets and container label upon delivery of a hazardous chemical to the user agency. All safety data sheets and labels will be in accordance with the OSHA Hazard Communication Rule, 29 CFR 1910 and 50-78-101 through 50-78-402 MCA.

### **VENUE**

This contract is governed by the laws of Montana. The parties agree that any litigation concerning this bid, proposal or subsequent contract must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees.

### **NON-DISCRIMINATION**

The State of Montana does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services, or activities. Individuals who need aids, alternative document formats or services for effective communications or other disability-related accommodations in the programs and services offered, are invited to make their needs and preferences known to this office. Please provide as much advance notice as possible for requests.

The contractor must comply with the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. All hiring for goods and services purchased by this contract must be on the basis of merit and qualifications; there may not be discrimination on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing this contract.

### **HOLD HARMLESS/INDEMNIFICATION**

The contractor agrees to indemnify the state, its officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands and causes of action of any kind or character, including the cost of defense, arising in favor of the contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed, goods or rights to intellectual property provided or omissions of services or in any way resulting from the acts or omission of the contractor and/or its agents, employees, subcontractors or its representatives under this agreement, all to the extent of the contractors negligence.

### **ACCESS AND RETENTION OF RECORDS**

The contractor agrees to provide the Department, Legislative Auditor or their authorized agents, access to any records necessary to determine if the contract has been complied with. The contractor agrees to create and retain records supporting the services rendered (or goods delivered) for a period of three years after either the completion date of this contract or the conclusion of any claim, litigation or exception relating to this contract taken by the State of Montana or third party.

### **CONFORMANCE WITH INVITATION FOR BID/PROPOSAL**

No alteration in any of the terms, conditions, delivery, price, quality, quantities or specifications of the order as established by quotation from the contractor, shall be granted without prior written consent of the State Procurement Bureau. Goods delivered which do not conform to the contract terms, conditions and specifications may be rejected and returned at the contractor's expense.

State agencies will place orders directly with the contractor during regular working hours. Orders may be placed by phone and will be confirmed with a written memo or purchase order. The agency will reference the term contract number on all purchase orders or correspondence pertaining to the contract.

Revised 09/05

LASER PRINTERS  
HEWLETT PACKARD, LEXMARK, TEKTRONIX

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## OVERVIEW

### LASER PRINTER TERM CONTRACT 460-B

HP Black and White & Color	Lexmark Black and White & Color	Tektronix (Color only)
Corporate Technology Group	Corporate Technology Group	Corporate Technology Group
910 Brooks Missoula MT 59801	830 Front Street Helena MT 59601	830 Front Street Helena MT 59601
Phone 406-329-7660	Phone 406-443-3200	Phone 406-443-3200
FAX 406-329-7650	FAX 406-443-1212	FAX 406-443-1212
Ken Zeller	Darrell Lively	Darrell Lively
<b><a href="http://www.ctgmt.com">www.ctgmt.com</a></b>	<b><a href="http://www.ctgmt.com">www.ctgmt.com</a></b>	<b><a href="http://www.ctgmt.com">www.ctgmt.com</a></b>
<b><a href="mailto:kzeller@ctgmt.com">kzeller@ctgmt.com</a></b>	<b><a href="mailto:dlively@ctgmt.com">dlively@ctgmt.com</a></b>	<b><a href="mailto:dliveley@ctgmt.com">dliveley@ctgmt.com</a></b>

- ◆ The Term Contract # 460-B provisions include:
  - Exclusive contract for **laser** printers
  - 30 day no questions asked return policy
  - Procurement Card may be used
  - Printers must operate in our network environment satisfactorily
  - Order via phone, e-mail or PO (mailed or faxed)
    - If phone, must follow-up with fax, e-mail or paper confirmation with item description, part numbers, bill-to and ship-to addresses and price, be sure to indicate that it is a **CONFIRMATION ONLY**
  - Contractors will add and drop products after informing ITSD
  - Other products are available but not under this contract: (i.e. inkjet printers)
  - Visit web sites for price information
    - Corporate Technology Group = **<http://www.ctgmt.com>**
    - Corporate Technology Group = **<http://www.ctgmt.com>**
      - User id = **asu** password = **treasure**
  - Be sure to contact ITSD with any contract problems

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1. Parties

This term contract is entered into by and between the Department of Administration of the State of Montana, (hereinafter referred to as the "Department"), whose address and telephone number are:

Department of Administration  
Information Technology Services Division  
P.O. Box 200113  
Helena, MT 59620  
406-444-2700

and the following two vendors:

Corporate Technology Group  
FID# 81-0433908  
910 Brooks  
Missoula, MT 59801  
406-329-7660

Corporate Technology Group  
FID# 81-0454360  
830 Front Street  
Helena, MT 59601  
406-443-3200

2. Effective Date, Duration and Renewal

- 2.1 The original term of this contract took effect on May 1, 1999 through April 30, 2002. This term contract shall terminate on April 30, 2006 unless terminated earlier in accordance with the terms of this contract.
- 2.2 This term contract may be renewed by the Department for three (3) one-year periods. In no case may this contract run longer than ten (10) years. Reference: 18-4-313, MCA.

3. Ordering Procedure

- 3.1 Agencies shall order directly from Contractor in accordance with the terms and conditions of this contract. Orders shall reflect contract prices in effect on the date of order issuance. When contract prices or special promotions are about to expire, the agency initiating the order is responsible for providing the order information on or before the expiration date. When so notified of an order prior to price increases or expiration of price reductions, the Contractor shall honor the lower price(s) independent of product shipping date.
- 3.2 Agencies shall use the following ordering procedures:
- 3.2.1 Orders may be placed by telephone, e-mail or by mailing or faxing a purchase order or other appropriate order document to the Contractor.

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- 3.2.2 If orders are placed by telephone, they must be followed up by a mailed or faxed purchase order or other appropriate order document.
- 3.2.3 Purchase orders or other appropriate order documents must include part number(s), quantity, price, ship to address and bill to address.
- 3.2.4 The Contractor will maintain a web site with the following information on printers, accessories and supplies: item description, part number, contract price, link to manufacturer information (if applicable). Corporate Technology Group: [www.ctgmt.com](http://www.ctgmt.com).
- 3.2.5 New products and their contract prices will not be made available on the web site until the Contractor has gone through the procedures outlined in Section 15.

3.3 The State reserves the right to change these ordering procedures as needed.

#### 4. Delivery Schedule

- 4.1 All ordered products are to be delivered within thirty (30) days from the date of receipt of an order. Failure to meet the thirty (30) day delivery schedule may result in cancellation of the order and/or this contract.
- 4.2 If the Contractor is unable to meet the maximum delivery schedule of thirty (30) days, the ordering agency must be notified and an alternate delivery schedule may be mutually agreed upon.
- 4.3 Agencies requesting an alternate, expedited delivery schedule must be contacted if the alternate schedule cannot be met. If an alternative delivery schedule cannot be negotiated, the State reserves the right to cancel the order.
- 4.4 Shipments shall all be FOB destination.

#### 5. Consideration/Payments

- 5.1 In consideration for the products and services to be provided, the ordering agency will pay within (30) days of receipt of a properly executed invoice. The Contractor will bill each agency directly for products and services provided.
- 5.2 The Department or ordering agencies may withhold payments to the Contractor if the Contractor has not performed in accordance with this contract.

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6. Warranties

The Contractor warrants that products offered through this term contract will conform to the specifications requested, be fit and sufficient for the purpose manufactured, be of good material and workmanship and free from defect. Products offered must be new and unused and of the latest model or manufacture, unless otherwise specified by the State. They shall be equal in quality and performance to those indicated herein.

Descriptions used herein are specified solely for the purpose of indicating standards of quality, performance and/or use desired. Any exceptions to the specifications must be clearly indicated. Exceptions may be rejected.

7. Returns

Any product offered through this term contract can be returned to the Contractor within thirty (30) days of receipt by the State with no penalties. Returns within this thirty (30) day period will include all original packing materials, including all items and accessories in the original box. The State will be responsible for any return shipping charges, but will not be charged any additional fees and is entitled to a full refund of the purchase price.

8. Scope, Amendment, and Interpretation

8.1 This term contract consists of 13 numbered pages, RFP #9934-B, and the Contractor's response including any clarification question responses and negotiations. In the case of dispute or ambiguity, the order of precedence of document interpretation is in that same order.

8.2 These documents contain the entire agreement of the parties. Any enlargement, alteration or modification requires a written amendment signed by both parties. Mutually agreeable changes may be made to this contract provided that the terms of this contract:

8.2.1 Do not materially change the Contractor's obligations to the State as expressed in the Contractor's accepted offer (RFP response).

8.2.2 Do not violate the Constitution, Laws, or Rules of Montana.

8.2.3 Do not impose onerous obligations or conditions that materially change the value of the product or services to be provided to the Department.

8.2.4 Do not contravene the mandatory requirements of the RFP.

9. Exclusive Term Contract

This term contract is an exclusive use multi-vendor contract for laser printers. It includes: Hewlett-Packard black and white and color laser printers (CTG), Lexmark black and white and color laser printers and Tektronix color laser printers (CTG).

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State agencies (with the exception of the Montana University System and the Office of Public Instruction) must purchase laser printers from one of the term contract holders. Accessories and supplies may be purchased from this contract at the option of the State.

10. Contract Management Liaison

This term contract is managed by the Information Services Division of the Department of Administration for the State of Montana in accordance with 2-17-501, MCA. Contract management inquiries and problems should be addressed to:

Brett Boutin  
Procurement Service Bureau  
Information Technology Services Division  
118 N. Roberts Street, Annex Building  
P.O. Box 200113  
Helena, MT 59620-0113  
Telephone: 406-444-0515  
FAX: 406-444-2701

11. Contractor Liaison

The Contractor shall name an Account Executive to be in place for the duration of this term contract. The Account Executive will be liaison to the Contract Management Liaison, and will assume responsibility for the coordination of all products and services under this contract. The Account Executive will meet with the Contract Management Liaison, agency project manager, agency procurement manager, and/or others as necessary to resolve any conflicts or disagreements under this contract.

12. Reporting Requirements

The Account Executive will provide contract status reports to the Contract Management Liaison on a monthly basis. The report, to be received by the tenth day of each month, will contain the monthly sales volume and a description of all problems related to this contract and the resolutions for the month. Sales volume figures shall include: manufacturer, type, model, purchasing agency, number of units, and dollar amount. Totals shall include total number and total dollar amount for each model and grand total of number of units and dollar volume. The Contract Management Liaison shall determine the report format and content and may change this requirement as necessary.

13. Headings

The heading or captions of the sections and subsections of this term contract are inserted for convenience only, shall not be deemed to be part of this term contract, and in no way define, limit, extend or describe the scope of intent of any provisions hereof.

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14. Access and Retention of Records

- 14.1 Contractor agrees to provide the Department, the Legislative Auditor or their authorized agents access to any records necessary to determine contract compliance.
- 14.2 Contractor agrees to create and retain all records supporting the products and services rendered for a period of three years after either the completion date of this contract or the conclusion of any claim, litigation or exception relating to this contract taken by the State of Montana or a third party. Reference: 18-1-118, MCA.

15. Addition/Deletion Procedure

New products or upgrades within the intent of this term contract and the contract product line may be added. Obsolete, discontinued, or products no longer required by the State may be deleted. The procedure to be used to add or delete products for this contract, and thereby requesting a contract modification, are:

- 15.1 The Contractor may propose new products/deletions by sending a letter, with an attached listing of the product to be added/deleted and applicable new product specification/performance information, to the Contract Management Liaison. A copy of the letter and attachments must also be sent to the State Procurement Bureau. All additions and deletions affecting the current term contract must be provided to the Contract Management Liaison and the State Procurement Bureau at least thirty (30) days prior to the requested effective date of the revision(s). The Product Requirements section of this term contract, Section 19, applies to all products added to this term contract.
- 15.2 Approval/rejection of the request will be performed within approximately fifteen (15) days and will be implemented by a letter to the Contractor signed by the Contract Management Liaison and a State Procurement Bureau representative. The Product Requirements section of this term contract, Section 19, applies to all products added to this term contract.
- 15.3 Support and replacement parts of discontinued products must be available for three (3) years after a product is officially deleted from this contract.

16. Price Reductions

Price reductions will be accepted throughout the term of this contract. The Contractor shall reduce the contract price of any product initially provided or added by at least the same percentage as any manufacturer's or distributor's dealer price reduction. The intent of this requirement is to insure that the State maintains a competitive price relative to the market price throughout the term of this contract and thereby insure utilization of this agreement for the benefit of both the State and the Contractor. If contract prices do not remain competitive with the market for the products and services provided through this term contract, the Department may elect to terminate this contract.



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17. Price Protection

- 17.1 This term contract provides price protection by establishing the price for products and services as specified in the Contractor response to RFP #9934-B for the term of this contract.
- 17.2 For products and services offered through this term contract, prices will be based on the discount levels used for the products and services specified in the response to RFP #9934-B. Any price to the State shall be no more than Contractor's cost plus four percent (4%) for printers and Contractor's cost plus five percent (5%) for supplies and accessories. The Contractor and the Department may renegotiate this percentage for any renewals of this term contract. If Procurement Card (GE MasterCard) purchases by the State exceed thirty percent (30%) of the total dollar value of printer purchases (does not apply to supplies and accessories) in one contract year, the four percent (4%) markup for printers may be renegotiated for the next contract year. The renegotiations would be allowed to compensate for proven additional cost to the Contractor for the State's use of the Procurement Card.
- 17.3 The Contractor agrees that through the term of this initial contract and any renewals the State will be entitled to any price reductions at least equal to any lower rates made available to any other customer of comparable volume.

18. Tax Exemption

The State of Montana is exempt from Federal Excise Taxes (#81-0302402).

19. Product Requirements

The Contractor certifies that all products offered through this term contract are fully compatible with the State's computing environment as specified in Section 2 of RFP # 9934-B. Should any product provided through this term contract, or any product added to this term contract, fail to exhibit fully compatible performance, the Contractor will be responsible for assuming all costs associated with taking immediate action to correct, replace, or refund the cost of all non-compliant products. The occurrence of compatibility problems which cannot be resolved quickly and satisfactorily may result in the Department removing the product from this term contract. The Department shall have the final authority to deem a product compliant or not.

20. Assignment, Transfer and Subcontracting

Contractor may not assign, transfer or subcontract any portion of this term contract without the express written consent of the Department. Reference: 18-4-141, MCA.

21. Choice of Law and Venue

This term contract is governed by the laws of Montana. The parties agree that any litigation concerning this term contract must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana. Reference: 18-1-401, MCA.

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22. Compliance with Laws

- 22.1 Contractor must comply with all applicable federal and state law including the prevailing wage laws.
- 22.2 Contractor must comply with the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973.
- 22.3 If one or more provisions of this term contract are deemed to be unlawful or unconstitutional or stricken by a court of law, all valid provisions that are severable from the invalid provisions remain in effect and are valid and binding on the parties. If any provision hereof is in conflict with any applicable statute or rule of law, then such provision shall be deemed inoperative to the extent that it may conflict therewith and shall be deemed to be modified to conform with such statute, rule of law, court order, or judgment.

23. Indemnification

Contractor agrees that it will indemnify the Department and hold it harmless from any and all claims, losses and expenses or injuries to property or persons caused by any negligence of the Contractor, its agents, representatives, subcontractors, or employees.

24. Patent and Copyright Protection

- 24.1 In the event of any claim by any third party against the Department that the products furnished under this term contract infringe upon or violate any patent or copyright, the Department shall promptly notify Contractor. Contractor shall defend such claim, in the Department's name or its own, as appropriate, but at Contractor's expense. Contractor will indemnify the Department against all costs, damages and attorney's fees that a Court finally awards as a result of such claim. If the Department reasonably concludes that its interests are not being properly protected, it may enter any action. However, any settlement by the Department with the party alleging such infringement or violation shall not be binding upon Contractor and the Contractor shall be under no obligation to pay or indemnify the Department. Further, if principles of governmental or public law are involved, the State of Montana may participate in the defense of any such action.
- 24.2 If any product furnished is likely to or does become the subject of a claim of infringement of a patent or copyright, then Contractor may, at its option, procure for the Department the right to continue using the alleged infringing product, or modify the product so that it becomes non-infringing. If none of the above options can be accomplished, or if the use of such product by the Department shall be prevented by permanent injunction, the Department agrees to return the product at Contractor's request and the Contractor agrees to grant the Department a credit for full cost of the product and any related product provided by Contractor which can no longer be used effectively without the use of the infringing product.

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- 24.3 This section shall not apply if the infringement, or claim thereof, is based upon the use of products supplied by the Contractor in combination with other software not made or supplied by Contractor (Department or other vendor supplied), or the use of products by the Department with apparatus, data or programs not furnished or supplied by Contractor (Department or other vendor supplied), or products not manufactured or supplied by Contractor (Department or other vendor supplied). This section will apply to all products bid by Contractor.

25. Intellectual Property

- 25.1 All patent and other legal rights in or to inventions arising out of activities funded in whole or in part by this term contract must be available to the public for royalty-free and nonexclusive licensing. The Contractor shall notify the Department in writing of any invention conceived or reduced to practice in the course of performance of this term contract.
- 25.2 The Department and the public shall have a royalty-free, nonexclusive, and irrevocable right to reproduce, publish or otherwise use and authorize others to use, copyrightable property created under this term contract.

26. Independent Contractor

- 26.1 Contractor is an independent Contractor and neither the Contractor nor its employees are employees of the Department.
- 26.2 Contractor shall not be compensated for work performed prior to its having provided to the Department a Certificate of Workers' Compensation Insurance or an Independent Contractor's Exemption under 39-71-401, MCA.

27. Insurance

- 27.1 The Contractor shall maintain for the duration of the contract, at its cost, primary insurance coverage against claims for injuries to persons or damages to property including contractual liability which may arise from work performed under this contract. This insurance shall cover such claims as may be caused by any act, omission, or negligence of the Contractor or its officers, agents, representatives, assigns, or servants.
- 27.2 The Contractor must provide a certificate for Commercial General Liability and Commercial Automobile Liability (Occurrence Coverage) to include bodily injury, personal injury, and property damage with combined single limits \$500,000 per claim and \$1,000,000 aggregate per year from an insurer with a Best's Rating of no less than A-.
- 27.3 This certificate must name the State of Montana as an additional insured under the Contractor's policy including the Contractor's general supervision, products, premises and automobiles used.

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27.4 A Certificate of Insurance, indicating compliance with the required coverages, has been filed with the State Procurement Bureau.

28. Workers' Compensation

Contractors are required to maintain Workers' Compensation Insurance or an Independent Contractor's Exemption covering the Contractor and/or employees while performing work for the State of Montana in accordance with 39-71-120/401/405, MCA. Neither the Contractor nor its employees are employees of the State. This insurance/exemption must be valid for the entire contract period.

29. Meetings

The Contractor is required to meet with Department personnel to resolve technical or contractual problems that may occur during the term of this contract. Meetings will occur as problems arise and will be coordinated by the Department. The Contractor will be given a minimum of three (3) full working days notice of meeting date, time, and location. Face to face meetings are desired. However, at the Contractor's option and expense, a conference call meeting may be substituted. Consistent failure to participate in problem resolution meetings (two (2) consecutive missed or rescheduled meetings), or failure to make a good faith effort to resolve problems, may result in termination of this contract.

30. Notice

Written notice sent by certified mail, return receipt requested, shall be deemed made when received or initially refused by the other party.

31. Termination

31.1 Breach or non-performance of any contract term shall constitute cause upon which the Department may immediately terminate this contract.

31.2 If the Contractor fails to perform the work in accordance with the provisions of this term contract, and does not cure or does not correct such failure within a period of thirty (30) days after receipt of the Department's written notice thereof, the Department may, by written notice, terminate the whole or any part of this term contract.

31.3 The Department, at its sole discretion, may terminate or reduce the scope of this term contract if available funding is reduced for any reason. Reference: 18-4-313, MCA.

31.4 The Department may cancel this term contract without cause by giving ninety (90) days written notice.

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32. Year 2000 Compliance

The Contractor warrants that all hardware, software, and/or firmware delivered, developed, modified, or licensed, under this term contract, shall be able to accurately process date data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, including leap year calculations, when used in accordance with the product documentation provided by the Contractor, provided that all products (e.g. hardware, software, firmware) used in combination with other designated products properly exchange data with it.

The remedies available to the State under this warranty shall include repair or replacement of any product whose non-compliance is discovered and made known to the Contractor, in writing, within this warranty period or within one year after acceptance, whichever is longer. Nothing in this warranty shall be construed to limit any rights or remedies the State may otherwise have under this term contract, with respect to defects, other than Year 2000 compliance performance.